

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

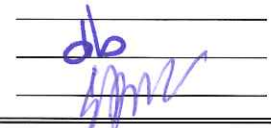
Distribution Easement
Agreement with Public
Utility District No. 1 of
Snohomish County for
electrical distribution
facilities at Reservoir 3

_____ Briefing
_____ Proposed Action
_____ Consent
2/24/16 Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL #
Originating Department
Contact Person
Phone Number
FOR AGENDA OF

Facilities/Real Property
Barb Hardman
(425) 257-7394
February 24, 2016

Initialed by:
Department Head
CAA
Council President



<u>Location</u> 6107 Berkshire Drive	<u>Preceding Action</u>	<u>Attachments</u> Agreement and Site Plan	<u>Department(s) Approval</u> Utilities; Facilities/Real Property
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Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Public Utility District No. 1 of Snohomish County (PUD) needs to replace an underground electric cable and add an additional 50 feet of new cable to connect to an existing electrical vault that was placed in 1988. The attached agreement provides for the PUD to install, operate and maintain the underground electric distribution lines and facilities. A one-time payment of \$8,206.00 is being provided to the City for the additional easement area.

RECOMMENDATION:

Authorize the Mayor to sign the Distribution Easement Agreement with Public Utility District No. 1 of Snohomish County for electrical distribution facilities at Reservoir 3.

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Kelly McGill,
Manager, Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

E-_____
WO# 100000744-60 ROW# 19808 W# 21147

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Everett, a Municipal Corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. NW/SE of Sec. 6, Twp. 28N, Rge. 5E, W. M.
Tax Parcel No: 28050600400900

THIS DISTRIBUTION EASEMENT ("Easement") is made this _____ day of _____, 201_, by and between City of Everett, a Municipal Corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Frontier Communications Northwest Inc. The Owner, District and Frontier are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Frontier are collectively referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

All that portion of the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 5 East, W. M., more particularly described as follows; Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 5 East, W. M., thence South for a distance of 858 feet; thence West for a distance of 1125.88 feet; thence North for a distance of 858 feet; thence East for a distance of 1125.88 feet to the True Point of Beginning; Except that portion of the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 5 East, W. M., described as follows; Beginning at the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence North 89°40'27" West along the North line of said Northwest Quarter of the Southeast Quarter for 250.97 feet; thence South 49°18'47" East for 130.12 feet; thence South 42°05'25" East for 224.47 feet to the East line of said Northwest Quarter of the Southeast Quarter, thence North 0°25'23" East along said East line for 250.00 feet to the Point of Beginning. Also Except all of Block 3, Beverly Hills Division No. 2, according to the Plat thereof recorded in Volume 10 of Plats, page 78, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, necessary for District use, across, over, and upon the following portion of Owner's Property (hereinafter "Easement Area"):

The North 10 feet of the East 260 feet of the West 632 feet of the above described real property.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the District.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees, as provided for herein.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such hazards and shall coordinate and obtain Owner's permission prior to removal of any such hazards.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents that it has the lawful right and power to sell and

convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

Please sign and have notarized below

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that _____ (is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument on oath stated that (he/she/they) (are/is) authorized to execute the instrument and acknowledged as the _____ of the City of Everett, to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 201__.

(Seal or Stamp)

Signature of
Notary Public _____
Print Name: _____
Residing at: _____

My appointment expires _____

Exhibit "A"

